



**United States  
Department of  
Agriculture**

Food and  
Consumer  
Service

3101 Park  
Center Drive

Alexandria, VA  
22302-1500

ISSUE DATE: May 31, 2005

Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of this solicitation Numbered RFP FNS-05-041SAM.

TITLE: The Pennsylvania Rural Eligibility Pilot Evaluation

Your proposal must be received by the Contracting Officer no later than 4:00 PM local prevailing time,

ON: June 30, 2005

AT: U.S. Department of Agriculture  
Food and Nutrition Service  
Contract Management Branch  
Administrative Services Division  
3101 Park Center Drive, Room 228  
Alexandria, VA 22302

Attention: Sabrina Mathis

Telegraphic proposals or proposals sent by facsimile transmission are not acceptable and, if submitted will be rejected as non-responsive. Your proposal must be prepared in accordance with the instructions provided in Section "L", paragraph L-7 of the solicitation entitled "Instructions for the Preparation of Technical and Business Proposals", and Paragraph L-12 "Special Instructions, Conditions, and Notices.

Your attention is directed to the solicitation provision L-2 entitled "Instructions to Offerors" which addresses such issues as late submissions, modifications, and withdrawal of proposals. Please review this provision so that you will be fully aware of the time requirement of your proposal.

Your proposal must be signed by an official authorized to bind your organization. It must stipulate that it is predicated upon all the terms and conditions of this RFP (unless) you are taking exception to any portion of the solicitation then you must clearly identify the affected portion and mark your proposal accordingly. In addition, your proposal shall contain a statement, to the effect, that it is firm for period of at least 120 days from the date set for receipt of proposals.

Please be advised that this solicitation does not commit the Government to pay any costs associated with the preparation and submission of a proposal. Be further advised that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this acquisition.

The following key information is provided to assist you in preparation of your proposal:

1. Estimated period of performance: 42 months from date of award
2. Contract Type: Cost plus fixed fee with an award incentive
3. Required Number of technical and business proposals: Original and 4 copies. Offerors are also required to submit a complete copy of the narrative portion of the technical and the complete cost proposal on a CD noting which software application name and version, preferably Microsoft Suite Application Software, etc. See Section L-7 of the solicitation document.

4. Past performance information is required in advance of the proposal due date; no later than June 21, 2005. See Section L-14 of the solicitation document.
5. This is a Total Small Business Set Aside. For purpose of this solicitation, North American Classification code 561990 and the following standard applies: "a concern is small if its average annual receipts for its preceding three (3) fiscal years do not exceed 6 million dollars"

Thank you for your interest in this acquisition. Questions can be directed via Email to Sabrina Mathis Contract Specialist, at [Sabrina.mathis@fns.usda.gov](mailto:Sabrina.mathis@fns.usda.gov) and cc'd to Leonard Green, Contracting Officer at [leonard.green@fns.usda.gov](mailto:leonard.green@fns.usda.gov) .

Sincerely,

/s/

Leonard Green  
Contracting Officer

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## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B-1 SCHEDULE OF ITEMS

ESTIMATED SUPPLIES/SERVICES	COST	FIXED FEE	TOTAL
Task 1: Orientation Meeting			
Task 2: Meet with PA SFSP Staff			
Task 3: Develop, study design, data collection plan and analysis plan			
Task 4: Collection of administrative data for the first year pilot and previous 5 years baseline			
Task 5: Create analytic file			
Task 6: Interim report			
Task 7: Data collection instruments			
Task 8: Develop and submit OMB package			
Task 9: Data collection and analysis			
Task 10: Final report			
Task 11: Pamphlet and Journal Article			
Task 12: Presentations			
Task 13: Monthly progress Reports			
TOTAL ESTIMATED COST AND FEE	_____	_____	_____

## B-2 ESTIMATED AND ALLOWABLE COSTS

### (a) ESTIMATED COSTS

The estimated cost of this contract is, [ \* ] which consists of [ \* ] for reimbursable costs and [ \* ] for fixed fee. These costs shall be subject to the provisions of FAR clauses: 52.232-20, Limitation of Cost; 52.216-7, Allowable Cost and Payments; and clause 52.216-8, Fixed Fee.

### (b) AWARD FEE

This is a Performance-Based contract. In addition, to the estimated costs set forth in B-2, the contractor may be eligible to earn a \$25,000 award fee. The criteria and methodology to evaluate the award are detailed in Section C-2 of this contract.

(\*To be completed at time of award)

## ALLOWABLE COSTS

### (1) INDIRECT COSTS

- (i) Final annual indirect cost rate(s) and the appropriate base(s) shall be established in accordance with FAR Subpart 42.7 in effect for the period covered by the indirect cost rate proposal.
- (ii) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government Representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

#### BILLING RATES - (CONTRACTOR NAME)

Cost Center (Type)	Rate	Ceiling
[ * ]	[ * ]	[ * ]

- (iii) These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

- (iv) The Contractor hereby agrees that total indirect costs for the cost centers shown above which exceed the ceiling rates shown above shall not be reimbursable under this contract irrespective of a higher billing rate or a higher final rate which may be approved by the cognizant audit agency.

(\*To be completed at time of award)

(2) TRAVEL

In accordance with FAR 31.205-46, travel costs incurred directly and specifically in performance of this contract will be reimbursed, when claimed by the contractor and accepted by the Contracting Officer, provided, however, that such travel was necessary and appropriate for performance of this contract and that such costs do not exceed the following:

- (a) On a daily basis the maximum per diem rates in effect at the time of travel as set forth in Federal Travel Regulations. Documentation to support actual costs incurred shall be in accordance with the contractor's established practices provided that a receipt is required for each expenditure in excess of \$25.00 and costs shall be allowable only if the following information is documented:
  - (i) Date and place (city, town, or other similar designation) of the expense;
  - (ii) Purpose of the trip, and;
  - (iii) Name of person on trip and that person's title or relationship to the contractor.
- (b) Cost of air travel by most direct route. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours (i.e., if scheduled flight time is before 8:00 A.M. or scheduled arrival is after 9:00 P.M.), excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.
- (c) Cost of rail travel by most direct route, first-class with lower berth or nearest equivalent.

- (d) Travel by motor vehicle including rented automobile shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option, on a mileage basis at a rate of **\$0.405** per mile plus any toll or ferry charges.
- (e) Per diem/Subsistence shall be reimbursed at rates in accordance with the current U.S. Federal Government Travel Regulations in effect at the time of allocable and allowable travel performed pursuant to this contract. However, the allocability and allowability of categories of reimbursable expenses shall be determined by the U.S. Federal Travel Regulations in effect on the date of contract award.

(3) PRIOR AUTHORIZATION OF CERTAIN DIRECT COSTS

Prior authorization in writing by the Contracting Officer or his authorized representative is required for the following costs. Their incurrence with the intent of claiming reimbursement as direct costs shall therefore be at the Contractor's own risk, if without such prior authorization.

- (a) Purchase or rental of any items of personal property having an acquisition cost of \$5,000 or more. However, the purchase of office furniture or equipment is NOT authorized under this contract.
- (b) Rearrangement, alteration, or relocation of facilities.
- (c) Travel for general meetings and all travel outside the United States.
- (d) The purchase of any tools, instruments, equipment, textbooks, or other personal property item of any trade, profession, career, educational or training pursuit, or an avocation.
- (e) The cost of enrollment and/or tuition and fee for any formal educational training at any level (i.e., remedial, general and advanced) either full or part-time.

## SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

### C-1 STATEMENT OF WORK/SPECIFICATIONS

(AGAR 452.211-72) (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work.

### **STATEMENT OF WORK**

The Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA) seeks a qualified contractor to conduct an evaluation study of the Pennsylvania Rural Area Eligibility Pilot of the Summer Food Service Program for children (SFSP).

### **Background**

The Child Nutrition Division (CND) of the Food and Nutrition Service (FNS), on behalf of the Secretary of Agriculture, is authorized by Public Law 108-265 (through Section 116 of the Child Nutrition and WIC Reauthorization Act of 2004), to establish a demonstration pilot of the SFSP in the rural areas of Pennsylvania only (as determined by the Secretary) for each of the calendar years 2005 and 2006, using a lower threshold of 40% (instead of 50%) for determining eligibility in areas in which poor economic conditions exist. The State of Pennsylvania is authorized by this legislation to use school data or census data, when appropriate, to determine eligibility of feeding sites.

FNS intends to enter into a Contract with a Contractor to conduct the evaluation of this pilot evaluation, from the signing of the Agreement through December 31, 2008 (see attachment of Project Description).

The Act authorizes the use of up to **\$400,000** out of any funds in the Treasury to carry out the evaluation, to remain available until expended. This amount is to cover only the evaluation. The Contractor will conduct the evaluation and provide data and reports, including a report to be submitted to the House Education and Workforce Committee and the Senate Agriculture, Nutrition, and Forestry Committee by January 1, 2008, and any other data, presentation, or report that FNS deems necessary.

The law requires FNS to evaluate the impact of the eligibility criterion of 40% as compared to the eligibility criterion of 50%. The Act specifies that the evaluation shall assess the impact of the 40% threshold on:

- i. the numbers of sponsors offering meals through SFSP in rural areas;
- ii. the number of feeding sites offering meals through SFSP;

- iii. the geographic location of the feeding sites;
- iv. a description of services provided to children by the new sites; and
- v. other factors determined by the Secretary.

### **The Summer Food Service Program (SFSP)**

The SFSP was created by Congress in 1968 as the Special Food Service Program for Children. In 1975, a separate Child Care Food Program and a Summer Food Service Program were authorized. SFSP was authorized to provide free and reduced price meals to children in residential Summer camps and sites serving areas of poor economic conditions, where at least one-third of the children qualify and are eligible to participate.

SFSP is an entitlement program established to provide funds for sponsoring organizations to serve nutritious meals to low-income children, to ensure that they continue to receive nutritious meals when school is not in session. Free meals that meet Federal nutrition guidelines are provided to all children at approved SFSP sites in areas with significant concentrations of low-income children. In essence, SFSP provides meals to children who would normally receive free or reduced price meals when school is in session. It helps children to maintain a nutritious diet and their families to stretch their food dollars during the summer months. The program is offered in many and various locations such as parks, playgrounds, housing authorities, day camps, churches, community centers, etc. Often the SFSP meal service is combined with learning and recreational activities for the children.

The program is provided to children who might otherwise go hungry, often in conjunction with educational, developmental, and recreational activities. With more parents working outside the home, organizations are serving school-age children after school as well as in summer.

The Child Nutrition and WIC Reauthorization Act of 2004 changed SFSP eligibility threshold in the Pennsylvania rural areas from 50% to 40% for two years, in effect, expanding eligibility in those areas.

### **Study Objectives and Research Questions**

The objectives and corresponding research questions of the Pennsylvania Rural Area Eligibility Pilot Evaluation are:

#### Objectives

1. Determine the numbers, types, and sizes of sponsors offering meals through SFSP in rural areas of Pennsylvania, and describe how they were selected, monitored and evaluated. Compare sponsors selected under the 40% eligibility criterion with sponsors under the 50% criterion.

2. Determine the numbers, types, and sizes of feeding sites, and describe how they were selected, monitored, and evaluated. Assess participants' travel distances (if available), and compare feeding sites selected under the 40% and 50% eligibility thresholds.
3. Determine the numbers, types, and characteristics of children served by age, gender, and ethnicity. Compare the types of children served under the 40% and 50% thresholds, and assess the types of new children attracted under the 40% criterion.
4. Describe the geographic locations of feeding sites including zip code location, relative distance of site from nearest urban center, or other major activity centers such as schools, sports and recreation centers, shopping centers, etc. Compare geographic locations of feeding sites under the 40% and 50% thresholds.
5. Describe the types of ancillary activities provided for children at feeding sites, including educational, recreational, or other extra-curricular activities that form the bases for attracting children to the sites. Compare activities provided at feeding sites under the 40% and 50% thresholds.
6. Collect and analyze other data and information relating to the 40% criterion as may be requested by FNS, USDA, or the Legislature, or needed to respond to requests from the agency and the Legislature.

### Research Questions

1. Are the numbers, types, and sizes of sponsors and feeding sites different under the 40% eligibility criterion from those under the 50% threshold?
2. Are the numbers, types, and characteristics of children participating in the 40% sites different from those participating in the 50% sites?
3. Are the geographic locations of the 40% threshold sites different from the 50% eligibility sites?
4. Are the ancillary services provided at the 40% threshold sites different from the 50% sites?
5. Does the 40% expanded eligibility significantly increase participation in SFSP in rural areas of Pennsylvania?
6. What is the most important impact of the 40% expanded eligibility over the 50% threshold?

### **Precision and Confidence Levels**

If sampling is used in this study, sample size must be sufficient to yield estimates  $\pm .03$  at the 95 percent level of confidence for a statewide sample. For sub-groups, precision estimates shall be  $\pm .05$  at the 95 percent level of confidence.

## **GENERAL TECHNICAL APPROACH**

### **Purpose of the Evaluation**

The purpose of this evaluation is to provide Congress and FNS with information and feedback on the impact of the 40% eligibility criterion as compared to the eligibility criterion of 50%. The Contractor shall be responsible for performing the following:

- Consulting with the appropriate FNS staff to understand the data needs and planning the evaluation;
- Designing the evaluation to address the research questions and other issues FNS deems necessary for effective implementation of SFSP;
- Identifying and selecting sponsors and feeding sites to be included in the evaluation;
- Developing and clearing through OMB a clearance package on the estimate of burden for data collection instruments (according to the Paperwork Reduction Act of 1995) to be used for collecting information from sponsors if necessary during the second year of the evaluation;
- Collecting all data from sponsors, sites, State and Federal agencies, and other sources;
- Analyzing all data necessary for the evaluation;
- Collecting and analyzing additional data if required;
- Writing and submitting monthly reports;
- Making periodic presentations as Congress or FNS may request;
- Writing, revising, finalizing, and submitting periodic, annual, and final reports;
- Producing a glossy 2-4 page pamphlet summarizing results; and
- Producing an article of a quality publishable in a journal.

Specifically, the contractor shall investigate the following:

- Sponsors: The contractor shall collect and analyze data on the numbers, types, and sizes of sponsors offering meals through SFSP in rural areas of Pennsylvania. Data shall include how sponsors were selected, monitored and evaluated. The contractor shall compare sponsors selected under the 40% eligibility criterion with sponsors under the 50% eligibility criterion.
- Feeding sites: The contractor shall collect and analyze data on the number, types, and sizes of feeding sites offering meals through SFSP in rural areas of Pennsylvania. Data shall include how sites were selected, monitored, and evaluated, as well as participants' travel distance to sites (if available). The contractor shall compare sites selected under the 40% eligibility criterion with those selected under the 50% eligibility criterion.
- Participants: The contractor shall collect and analyze data on the numbers, types, and characteristics of children served by age, gender, and ethnicity. The contractor shall compare the types of children served under the 40% eligibility criterion with those served under the 50% eligibility criterion. The contractor shall also assess the types of new children attracted to the SFSP program under the relaxed (40%) eligibility criterion.
- Geographic Locations of Sites: The contractor shall collect and analyze data on the geographic locations of feeding sites, including the zip code, distance from the nearest urban center or major activity centers such as schools, sports and recreation centers, shopping centers, etc. The contractor shall make comparisons of geographic locations of sites under the 40% eligibility criterion with those under the 50% eligibility criterion.
- Services Provided to Children: The contractor shall collect and analyze data on other services provided to children by sponsors in different sites, including educational, recreational, or other extra-curricular activities that form the bases for attracting children to the sites. The contractor shall make comparisons of services under the 40% criterion with those provided under the 50% eligibility criterion. The contractor shall also assess new services that appear to attract children under the 40% eligibility criterion.
- Other factors determined by the Secretary: The contractor shall collect and analyze other data and information relating to the 40% eligibility criterion as may be requested by FNS, USDA, or the Legislature, or as may be needed to respond to requests from the agency and the Legislature.  
Data Sources

### **Food and Nutrition Service (FNS)**

The Child Nutrition Division of FNS shall provide background material and information to the contractor on the Summer Food Service Program (SFSP) in general and Pennsylvania in particular, the background of the program, its operation, enabling legislations, and other relevant data available to the Federal Government. The contractor shall make a clear, specific request for each and any type of data needed.

### **State of Pennsylvania**

The State of Pennsylvania will provide to the contractor, upon the contractor's request, data and information available to the State on the background, operation, and enabling legislations on SFSP in general, and as well as other information specific to the Pilot, such as demographic and economic data needed to distinguish urban and rural areas and demarcate catchment areas. The contractor shall ask for, and receive, data on sponsors, sites, and participants under the 50% eligibility criterion as well as under the 40% eligibility criterion. The State of Pennsylvania has a very effective on-line system for operating SFSP. A sample of data collected and stored on the website is shown on the attachment.

The types of data available in the Pennsylvania SFSP database include:

1. Names and addresses of sponsors and sites, including zip code and county of location;
2. Application dates for sites, dates of sponsor approvals, and the beginning and ending dates of site operation;
3. Meal reimbursement rates; and
4. claims.

### **Sponsors and Participants**

Additional data, which are not normally collected by, or available with, the State or the Federal Government will have to be collected directly by the contractor from sponsors and participating children, either through direct observation or interview or both. Such data might include: (i) the types and characteristics of children served by sponsors in different sites; (ii) the types of services provided by sponsors in different sites; (iii) the reasons why children participate in the Pilot and their relative importance; (iv) the relative importance of the eligibility criterion in determining children's participation; and (v) other necessary information.

## **Types of Data Analyses**

### **Baseline Data**

The contractor shall collect, tabulate, and analyze baseline data and provide it to FNS in an approved electronic format. The baseline data will be initially for Summer 2004. However, to assess pre-pilot trends, pre-baseline data might have to be collected for the Summers of 2003, 2002, 2001 and 2000 as well.

### **Tasks and Deliverables**

The following tasks are illustrative. The tasks and deliverables are intended to provide a clear approach to effectively and efficiently produce a comprehensive study to address the stated research questions.

#### **Task 1: Orientation Meeting**

The Contracting Officer shall organize a meeting with the FNS COR and staff of the State of Pennsylvania at FNS in Alexandria, Virginia, within one week of the award to discuss the contract, the individual tasks, data collection and analysis processes, and the deliverables. At least two key staff of the Contractor who shall be working on the project shall attend this orientation meeting. The following shall be included among the items to be discussed at the meeting:

- Description of the Contract between FNS and the Contractor.
- Description of the Pennsylvania Summer Food Service Program and databases.
- Description of the evaluation project to be conducted by the Contractor, including details of the evaluation plan.
- An outline of the tasks.
- Discussion of available data, protocols for collection, and methods of providing data to the Contractor.
- Methods of collecting data, including data for multiple pre-pilot years (viz: 2004, 2003, 2002, 2001 and 2000).
- Methods of proposed analysis.
- The complete list of deliverables is outlined in the attached table. The main products are:
  - i. monthly reports,
  - ii. periodic presentations,

- iii. annual reports for Summer 2005 and Summer 2006,
- iv. presentations to FNS, USDA, or the Legislature,
- v. a 4-page glossy pamphlet summarizing results,
- vi. a journal article, and
- vii. a final report.

- Deliverables schedule.

Within one week of the orientation meeting, the Contractor shall provide FNS with a summary of the meeting including key decisions, issues or questions raised, and solutions or responses to unanswered questions.

**Task 2: Meet with Pennsylvania SFSP staff to review administrative data.**

The Contractor shall meet with Pennsylvania SFSP staff in Harrisburg, PA to review data sources and data available with the State. The Contractor shall determine how they will be collected. The Contractor shall collect the necessary baseline and pre-baseline data from State Databases.

**Task 3: Develop study design, data collection plan, and analysis plan.**

The Contractor shall present to FNS a study design, data collection plan, and an analysis plan. These shall include:

- Issues to be evaluated.
- Comparisons to be made between new (40%) and existing sites (50%).
- Full range of data to be collected.
- Subjects to be interviewed.
- Instruments to be used to collect data.
- The OMB package (if needed).
- Analyses to be performed.
- Deliverables.
- Contingency plans.

FNS shall provide feedback on the Contractor's evaluation design within two weeks of the meeting. If necessary, the Contractor shall provide a revised design within three weeks of receiving FNS' comments.

The Contractor shall develop and submit to FNS a detailed data analysis plan, including a clear presentation of the methods proposed to be used to analyze data, the duration of the analyses, the products, and their due dates.

**Task 4: Collection of administrative data for the first year pilot and previous 5 years baseline period.**

The Contractor shall collect administrative data from the Pennsylvania SFSP databases and FNS for the first year of the pilot (Summer 2005) and the preceding 5 years baseline period (2000-2004).

**Task 5: Create analytic files**

The Contractor shall design the analysis, create analytic files and conduct the appropriate analyses. The Contractor shall provide a Memorandum of Intent outlining plans for data analysis to be approved by FNS if analysis plans have changed significantly from plans outlined in Task 3. Analytic files should be prepared in a way that facilitates answering the research questions. A copy of the analytic files shall be submitted to FNS on CD-ROM along with the appropriate analytic codes readable in SPSS or SAS.

**Task 6: Interim Report**

The Contractor shall submit draft, revised, and final version of the interim report for the first year of the pilot (Summer 2005) in 5 copies, and an electronic version on a 3.5-inch disk or CD in a word processing format, preferably Microsoft WORD. At a minimum, the report shall include chapters organized in the following sections:

- Executive Summary – The Contractor shall provide a succinct summary of the report explaining its purpose, findings, and implications.
- Purpose of the Study – The Contractor shall provide a clear statement of the purpose of the study, and discuss the objectives, findings, limitations, and significance.
- Evaluation Design and Research Questions – The Contractor shall present the evaluation design, research questions, methodological strategies, and analytic techniques of the study.
- Data Sources – The Contractor shall identify the sources of data to be used in the study, noting any accompanying limitations or problems.
- Analysis of Data – The Contractor shall present the analysis and discussion of the data in a clear, simple format that is easily understood by both technical and non-technical readers.

- Results – The Contractor shall present a clear discussion of the results of the evaluation.

#### **Task 7: Data Collection Instruments**

The Contractor shall develop data collection instruments and procedures to collect second year data. The Contractor shall develop and submit to FNS data collection protocols and instruments to collect data not found in administrative records available with the Pennsylvania State SFSP databases.

#### **Task 8: Develop and submit OMB package**

The Contractor shall determine whether the data collection process requires the submission of an OMB Package (Paperwork Reduction Act of 1995) for the clearance of data collection instruments. This determination must be made in respect of two types of data: (1) the characteristics of participants served by sponsors in different sites, and (2) the services provided at feeding sites. If these data are not available for Summer 2005 (i.e. for the April 2006 report), it will be necessary to collect them during Summer 2006 (i.e. for the April 2007 report). If more than nine sponsors will be interviewed to obtain this information, the Contractor shall develop and submit the request for clearance of data collection instruments (OMB package) to OMB for approval prior to contacting subjects.

#### **Task 9: Data collection and analysis**

The Contractor shall collect and analyze data from SFSP sponsors and sites in rural Pennsylvania, and other data that is not available in the Pennsylvania SFSP databases. The contract shall collect the data and make appropriate comparisons between the 40% and 50% sites and sponsors.

#### **Task 10: Final Report**

The Contractor shall submit draft, revised, and final version of a final project report covering both the first and second years of the pilot (Summer 2005 and Summer 2006) in 5 copies, and an electronic version on a 3.5-inch disk or CD in a word processing format, preferably Microsoft WORD. At a minimum, the report shall include chapters organized in sections as outlined under Task 6.

#### **Task 11: Pamphlet and Journal Article**

The Contractor shall produce and submit to FNS a pamphlet and journal article as follows:

- Pamphlet: a 4-page glossy document with graphical illustrations summarizing results.

Journal Article: An article of journal publication standard publishing the results of the evaluation.

### **Task 12: Presentations**

The Contractor shall make a presentation to FNS to accompany each report submitted to FNS.

### **Task 13: Monthly Progress Reports**

The Contractor shall provide monthly progress reports starting from the first month of contract signing. Progress reports shall include a concise description of the current project status, significant accomplishments or occurrences, and problems encountered or anticipated. Progress reports shall also include financial information on: (1) total budget allocation, (2) amount expended during the reporting month, indicating overruns if incurred, (3) cumulative expenditure to date, (4) monthly and cumulative direct labor hours by task, (5) comparison of proposed and actual cost by task, and (6) remaining funds.

## **C-2 QUALITY ASSURANCE SURVEILLANCE PLAN**

To monitor conformance with the performance-based Statement of Work and the Contractor's technical proposal incorporated by reference, the Government has established the following Quality Assurance Plan to establish thresholds for acceptable contract performance for this effort.

The FNS-designated COR will notify in writing the Contractor and the Contracting Officer if performance on any of the criteria listed below is less than acceptable. The Contractor shall submit a Corrective Action Plan within 10 working days of receipt of such notification. If the Corrective Action Plan is not acceptable to FNS, the Contractor shall revise the Plan to an acceptable level after discussions with FNS' COR and Contracting Officer.

FNS established four criteria, yielding five indices, against which the Contractor's performance will be measured on this contract performance.

1. Adherence to Study Schedule: The Contractor shall adhere to the scheduled included in the Schedule of Deliverables Section of this contract. Any deviations from this schedule must be approved by the Contracting Officer's Representative. Schedule modifications may be granted in circumstances which are beyond the Contractor's control (e.g. delay on the part of FNS in providing needed data). All other delays in subtask completion or product delivery will be considered as untimely performance.

- Index 1: with the exception of monthly progress reports, for each of the deliverables of the 11 tasks of the study, the FNS COR shall

record 10 points if it was received by the current schedule, 3 points if it was received within 5 working days of the current schedule, or 0 points if received later than 5 working days of the current schedule.

2. Quality of Products Delivered: The Contractor shall deliver products of high quality throughout the duration of the contract performance.
  - Index 2: for each of the deliverables, the FNS COR shall rate it as acceptable or unacceptable by making a determination as to whether the material is complete and all issues specified in the tasks and the SOW have been addressed and the presentation is clear. Performance must be rated acceptable on all deliverables.
  - Index 3: for each of the deliverables the FNS COR shall record a score of 1 if the deliverable had significant omissions or inaccuracies that required substantial work by the COR in order for the Contractor to deliver an acceptable final product, a score of 3 if the deliverable had minor omissions or inaccuracies that could be fixed by the Contractor without substantial work by the COR, or a score of 2 if quality was in between.
3. Communication: The Contractor shall keep the Contracting Officer and the FNS COR informed.
  - Index 4: at the end of each month of contract performance, the FNS COR shall rate whether the Contractor's responses to requests for information, scheduling of meetings, thoroughness of monthly progress reports and invoices were realistically prompt and complete.
4. Within Budget: Except for reasons due to the Government, the Contractor is expected to complete the project within the cost set forth in the final business proposal.
  - Index 5: the Contractor shall ensure that the total of all project invoices is less than or equal to the target amount, defined as follows: if there is no cost increase, the target amount shall be the total cost of the business proposal accepted by the Government; if there is a cost increase, the target amount shall be the total cost of the business proposal accepted by the Government plus the amount of the increase that was due solely to Government cause. The total of all project invoices shall not exceed the target amount.

SECTION D - PACKAGING AND MARKING

D-1 MARKING DELIVERABLES (AGAR 452.247-71) (FEB 1988)

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

D-2 PACKING FOR DOMESTIC SHIPMENT (AGAR 452.247-72) (FEB 1988)

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Department of Transportation regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

SECTION E - INSPECTION AND ACCEPTANCE

E-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

52.246-5 INSPECTION OF SERVICES - APR 1984  
COST-REIMBURSEMENT

E-2 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

- (a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
- (b) Inspection and acceptance will be performed at:  
  
USDA, Food and Nutrition Service  
Office of Analysis, Nutrition and Evaluation  
3101 Park Center Drive, Room 503  
Alexandria, VA 22302

SECTION F - DELIVERIES OR PERFORMANCE

F-1 CLAUSES INCORPORATED BY REFERENCE  
(FAR 52.252-2) (JUN 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

FAR CLAUSE NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER (ALTERNATE I)	AUG 1989 APR 1984
52.247-35	F.O.B. DESTINATION WITHIN CONSIGNEE'S PREMISES	APR 1984

F-2 PLACE OF DELIVERY—FOB DESTINATION

All reports and/or deliverables identified herein shall be delivered, and all transportation charges paid by the contractor, in accordance with the FOB Destination Clause (FAR 52.247-35) as follows:

Progress Reports:

One copy of each progress report shall be delivered to the Contracting Office and two copies to the Project Office at the addresses shown below.

Contracting Office:  
USDA, Food and Nutrition Service  
Contract Management Branch, Room 228  
Attention: Sabrina Mathis, Contract Specialist  
3101 Park Center Drive  
Alexandria, VA 22302

Project Office:  
USDA, Food and Nutrition Service  
Office of Analysis, Nutrition and Evaluation, Room 503  
Sheku Kamara, Contracting Officer's Representative  
3101 Park Center Drive  
Alexandria, VA 22302

All Other Deliverables:

All required deliverables (with the exception of the Progress Report) shall be delivered to the Contracting Officer's Representative at the below address.

USDA, Food and Nutrition Service  
Office of Analysis, Nutrition and Evaluation  
Attention: Sheku Kamara, Contracting Officer's Representative  
3101 Park Center Drive, Room 503  
Alexandria, VA 22302

F-3 PERIOD OF PERFORMANCE (AGAR 452.211-74) (FEB 1988)

The period of performance of this contract is from through [\*].  
Also reference Section I-10 Option to Extend the Term of the Contract

(\*To be completed at time of award)

F-4 IDENTIFICATION OF CONTRACT DELIVERABLES

Unless otherwise specified by the Contracting Officer in writing, all documents prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document:

- (a) Name and business address of the contractor;
- (b) Contract Number;
- (c) Contracting Officer's Representative Name; and
- (d) Date of document.

F-5 TIME OF DELIVERY

The Government requires delivery to be made according to the following schedule:

**THE PENNSYLVANIA RURAL AREA ELIGIBILITY PILOT EVALUATION - SFSP**

<b>Schedule of Deliverables</b>				
Contract Task/Option		Period	Deliverables	Copies/ No. Due Date
Task 1	Initial Meeting with FNS	June 2005	Agenda (submit 3 days before)	6 *
			Summary memo (1 week after)	6 *
Task 2	Collect Baseline Data	Summer 2004	Baseline data	3 @ *
		Pre-2004	Pre-baseline (2000-2003)	3 @ *
Task 3	Develop & submit data Collection Instruments	Summer 2005	2005 Data collection instruments	3 # *
		Summer 2006	2006 Data collection instruments	3 # *
Task 4	Develop and submit evaluation design to FNS	2005-2006	Evaluation Design	3 # *
Task 5	Develop and clear OMB package	2005-2006	OMB package and clearance	3 # *
Task 6	Develop and submit data analysis plan	2005	Summer 2005	3 # *
		2006	Summer 2006	3 # *
Task 7	Data analysis (Analytic files)	2005-2006	To be determined	3 @ *
Task 8	Prepare and submit reports	Rpt 1: 2005 Eval	Final draft	6 # *
			Final report: Summer 05 Evaluation	6 # *
		Rpt 2: 2006 Eval	Final draft	6 # *
			Final report: Summer 06 Evaluation	6 # *
		Report 3: Final	Final draft	6 # *
			Final report	5 # *
Task 9	Pamphlet and Journal article	Pamphlet	Final Draft	6 # *
			Final	5 # *
		Article	Draft	6 # *
			Final	5 # *
Task 10	Presentations	First	At FNS (3 copies due 3 days before)	1 ## *
		Second	At FNS (3 copies due 3 days before)	1 ## *
		Third	At FNS/DC (3 copies due 3 days prior)	1 ## *
Task 11	Monthly Progress Reports	Monthly	To be submitted to FNS	3 1st of month

\* To be proposed by Offeror

# One of the copies shall be an unbound camera-ready copy; One copy shall be submitted in electronic form using Microsoft Word 7.0 and another in PDF format.

## Presentation material shall be in Microsoft PowerPoint format.

@ Data files and documentation including SAS code shall be prepared on a set of CDs.

A separate set of "Public Use" data files and documentation shall also be prepared on CDs.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G-1 INVOICE REQUIREMENT

Invoices shall be submitted monthly for costs incurred in an original and two copies to the Government office listed below:

U.S. Department of Agriculture  
Food and Nutrition Service  
Accounting Division  
3101 Park Center Drive, Room 724  
Alexandria, VA 22302

The contractor shall submit by the last business day of each month, an invoice for all work performed under this contract during the preceding month. Each invoice must de-aggregate the invoice's aggregate cost into the cost attributable to each Task Order (or Sub-Task, if applicable) that contributes to the total cost reported by the invoice. Furthermore, the cost attributable to each Task Order (or Sub-Task, if applicable) must be separated into costs attributable to Direct Labor and Other Direct Costs. Within each Task Order (or Sub-Task, if applicable) invoice, these two cost categories must be reported as follows:

- A) Direct Labor must report hours worked and the current wage rate for each employee who contributed to total Direct Labor costs (by name and labor category for professional staff and by labor category for support-type staff).
- B) Other Direct Costs must:
  - (1) be reported by source of cost, for example, copier, telephone, or computer expenses, and
  - (2) show how the figure associated with each source of cost was derived.

In addition to providing information for the preceding month, each invoice shall show, for each Task Order, cumulative costs and labor hours and budgeted costs and budgeted labor hours. For each Task Order which incurred costs during the preceding month, the contractor shall provide, for each Direct Labor, Other Direct Cost charge, horizontally adjacent to the previous month's cost (labor hours) figure, the cumulative costs (labor hours) for that cost item (labor category/individual) from time of award through the end of reporting month, and the amount that was budgeted for that cost item (labor category/individual) in the budget submitted in the Task Order Proposal, updated to include any modifications.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern, invoice number and invoice date;
- (2) Contract number [and purchase order number provided at time of award];
- (3) Description, price, and quantity of property and services actually delivered or rendered;
- (4) Shipping and payment terms; and
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

Further, each invoice MUST include sufficient support documentation to allow for verification of cost (e.g., copies of invoices, purchase orders, receipts, etc.).

#### G-2 METHOD OF PAYMENT

PAYMENTS UNDER THIS CONTRACT SHALL BE MADE VIA ELECTRONIC FUNDS TRANSFER METHOD, i.e. "VENDOR EXPRESS."

"Vendor Express" is direct deposit for businesses that provide goods and services to any Federal agency. Payments are made electronically through the Automated Clearing House network for deposit directly into your bank account on the payment due date.

The contractor, after award and not later than 21 days prior to submission of an invoice, must obtain and complete a vendor express enrollment package. The enrollment package is available on the Internet by selecting Electronic Funds Transfer (EFT) Enrollment located on the left hand side of the National Finance Center (NFC) home page ([www.nfc.usda.gov](http://www.nfc.usda.gov)). If a vendor does not have Internet access they may contact the National Finance Center at 1-800-421-0323 (or 504-255-3324) and request instructions for establishing a "Vendor Express" payment account.

(See also 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT in Section I)

#### G-3 PAYMENT DUE DATE

Payment under this contract will be due on the 30th calendar day after the later of:

- (a) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or

(b) Receipt of the scheduled monthly progress payment, or

(c) The date of completion of performance of the services.

G-4 CONTRACT ADMINISTRATION

a) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. This authority remains solely with the Contracting Officer. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(b) The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration:

NAME: Sabrina Mathis  
TELEPHONE: (703) 305-2268 FAX: 703-305-2071  
TITLE: Contract Specialist

(c) The Government Contract Administrator is:

NAME: Sabrina Mathis  
TELEPHONE: (703) 305-2268 FAX: (703) 305-2071  
TITLE: Contract Specialist

(d) The Government Contracting Officer's Representative is:

NAME: Sheku G. Kamara, Ph.D.  
TELEPHONE: (703) 305-2130 FAX: [\*]  
TITLE: Contracting Officer's Representative

(e) The Government Contracting Officer's Technical Representative is:

NAME: Sheku G. Kamara, Ph.D.  
TELEPHONE: (703) 305-2130 FAX: [\*]  
TITLE: Contracting Officer's Technical Representative

(f) The Government Contracting Officer is:

NAME: Leonard Green  
TELEPHONE: (703) 305-2257 FAX: (703) 305-2071  
TITLE: Contracting Officer

[\* TO BE COMPLETED AT TIME OF AWARD]

## G-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

### Definitions:

"Contracting Officer's Representative" - The Contracting Officer's Representative (COR) is designated by the Contracting Officer, in writing, and is contract specific. The COR is the technical representative for all technical requirements of the specific contract.

"Contracting Officer's Technical Representative" - The Contracting Officer's Technical Representative (COTR) is designated by the Contracting Officer, in writing, and is task specific. The COTR will assist the COR with the technical requirements and other administrative responsibilities of a specific task.

"Contracting Officer" - The Contracting Officer is the only individual with authority to enter into, administer, or terminate contracts. The Contracting Officer ensures performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships.

### Limits on the Authority of the COR/COTR:

The authority of the COR/COTR is limited. The Contracting Officer may not delegate the following authority to:

1. Award, agree to, or execute any contract, task order, or contract modification;
2. Obligate, in any way, the payment of money by the Government;
3. Take any action which may have an impact on the contract or task order schedules, funds, or the scope of work/task description.
4. Make the final decision on any matter that would be subject to appeal under the Disputes clause; and
5. Terminate, for any case, the contractor's right to proceed.

### Responsibilities:

The COR/COTR is authorized to take any or all actions as specified below which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of the contract.

1. Assure that the Contractor performs the contract technical requirements in accordance with its terms, conditions and scope of work providing guidance when necessary.

2. Perform or arrange for all inspections necessary in connection with (1) above and require the contractor to correct any deficiencies that are found; recommend acceptance for all deliverables on behalf of the Government; record the inspections and acceptance and insure that distribution of approvals/disapprovals are made to the contractor and the Contracting Officer. Review all contract deliverables and provide inspection and acceptance documentation to the Contracting Officer. You have the responsibility to track and retain all contract deliverables. When inspections are performed by the COTR, the COR will make the final determination on acceptance.
3. Maintain liaison and direct communication with the contractor. Written communications with the contractor and all contract related correspondence shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer for the file.
4. Issue written technical interpretations of the Government scope of work. Interpretations which could impact delivery schedules, funding, or the scope of work must be coordinated with the Contracting Officer and a copy of all written interpretations must be furnished to the Contracting Officer for the file.
5. Monitor the contractor's production or progress performance and notify the contractor, in writing, of deficiencies observed during surveillance, and direct appropriate corrective actions EXCEPT where such corrective action would affect delivery schedule, price or scope of work. In those instances where corrective action would affect delivery schedule, price or scope of work, the COR shall notify the Contracting Officer of the problem and recommend corrective action. Record and report to the undersigned incidents of faulty or nonconforming work, delays, or problems.
6. Coordinate site entry for contractor personnel and, if to be provided, ensure that Government-furnished property is available when required.
7. Review of payment requests to verify actual performance to determine reasonableness of billed amounts and to determine compliance with the contract terms. Ensure that adequate supporting documentation for subcontract and vendor costs is obtained before approval. Recommend to the FNS Accounting or Budget Division the payment amount. When costs are questioned or recommended for disallowance, the Contracting Officer must be notified before approval and submission for payment. To ensure accurate balances are kept, the COR or COTR should reconcile voucher expenditures and balances with the Contracting Officer and Accounting or Budget Office quarterly.
8. Identify Contracting Officer Technical Representatives (COTR's) for each task, when appropriate. All COTR responsibilities must be coordinated with the COR. The COTR will provide technical guidance and monitor contract

performance. Payment requests may be reviewed and initialed by the COTR, however, payment authorizations can only be made by the COR.

9. To the extent possible, provide well defined, clear and concise task descriptions for new tasks. When tasks are broad in scope and assignments or technical guidance is communicated to the contractor verbally, the COTR or COR must memorialize the communication in writing.
10. Only the Contracting Officer, Contract Specialist or COR/COTR have authority to contact contractors to discuss costs and/or the technical requirements of the contract. Contacts from other government employees could result in unauthorized commitments. Government representatives who are working on, or asked to work on, a particular contractual issue must not contact the contractor directly but should coordinate the activity with the Contracting Officer or COR/COTR. The COR/COTR must be present at all procurement related contacts and meetings with the contractor. Depending on the nature of the meeting, the COR/COTR must also give advance notification to the Contracting Officer or Contract Specialist. All contacts with contractors must be documented and retained with the COR's/COTR's contract correspondence file. As deemed appropriate, one copy must be forwarded to the Contracting Officer. Examples of documented contacts are providing technical direction, work plan instructions, not accepting a deliverable, potential changes to the statement of work or delivery schedule costs.
13. Review monthly progress reports to ensure compliance with contract performance requirements.

#### G-6 GOVERNMENT FURNISHED DATA

The Government shall deliver to the Contractor the Government-furnished data described in the contract. Title to Government-furnished data shall remain with the Government. The Contractor shall use the Government-furnished data only in connection with this contract. Provisions of FAR 52.245-5, Government Furnished Property, incorporated in Section I, will apply to all Government furnished data.

The following data which will be furnished to the Contractor as required, will remain the property of the Government and will be returned to the Government upon completion of the contract:

(To be filled in at time of award, if appropriate)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H-1 PRINTING

Unless otherwise specified in this contract, the Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 25,000 units in the aggregate of multiple pages, will not be deemed to be printing. For the purpose of this paragraph, such pages may not exceed a maximum image size of 10 3/4 by 14 1/4 inches.

### H-2 PAPERWORK REDUCTION ACT

In the event that it becomes a contractual requirement to collect identical information from ten or more public respondents, the Paperwork Reduction Act, 44 U.S.C., 3501 et seq., shall apply to this contract. In such an event, the contractor shall not expend any funds to take any other action whatsoever to solicit information from any of the public respondents until the Contracting Officer has notified the contractor in writing that the required Office of Management and Budget clearance has been obtained. The contractor shall provide to the Contracting Officer's Representative (COR) or to the Contracting Officer such information as will facilitate obtaining such clearance.

### H-3 ADP COMPATIBILITY

The contractor agrees to comply with both the U.S. Department of Agriculture's (USDA) and the Food and Nutrition Service's (FNS) ADP system security requirements to the extent necessary to meet the requirements of the work herein. All databases created and maintained by the contractor shall have proper validation and control techniques, and all ADP resources, including data tapes, which become the property of the Government shall be fully documented, both in source code (if any) and written materials. Software documentation shall include, as appropriate (in the determination of the Contracting Officer's Representative), flowcharts; textual explanation of subroutines, processes, and algorithms; screens; and other materials as necessary to ensure that a programmer conversant with the language may maintain the software. Database documentation shall include: variable names and labels; variable locations the source of each data item; the formulas used to compute or transform variables, if any, database structure and relationship; a printout of the data or first 50 pages. Further, all data tapes must be compatible with FNS ADPE.

FNS performs its computing applications entirely in an IBM-oriented environment; that is directly on IBM or IBM compatible hardware. Work performed under this contract may require transfer of limited data and text

files, as well as extensive data tapes. Optimum effort shall be general ease of use by FNS personnel of these transferred data tapes and diskettes. In particular, all physical storage media must be on 3 1/2" diskettes formatted to be used on IBM AT compatible computers, and must be accompanied by accessing and format information.

In addition, there may be occasion where some deliverables will be significantly enhanced by inclusion of data and text diskettes, thus allowing further processing and manipulation by FNS staff. Collaboration between the contractor and the responsible FNS official concerning appropriate computer deliverables may occur during performance of work, as appropriate.

#### H-4 KEY PERSONNEL (AGAR 452.237-74) (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: [\*]
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence.

[\* To be completed at time of award]

- (3) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (4) Notwithstanding paragraphs (2) and (3) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (2), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### H-5 OMBUDSMEN

The Food and Nutrition Service (FNS) has designated an ombudsmen to address concerns of procurement improprieties. The designations and responsibilities are described below:

## PROCUREMENT OMBUDSMAN

Concerns of procurement impropriety or the appearance of impropriety should be immediately brought to the attention of the Contracting Officer. If you choose not to raise the issue to the Contracting Officer, the Agency has designated Mr. John M. Heslin, Chief, Administrative Review Branch, Grants Management Division, as the Procurement Ombudsman (PO). Mr. Heslin will serve as an additional source available to contractors and FNS staff who may have concerns regarding possible impropriety or the appearance of impropriety in a contract, but choose not to raise the issue through normal administrative mechanisms.

Mr. Heslin has independent authority to address any issue of impropriety with absolute confidentiality and report directly to the Agency Administrator as necessary. He will have complete access to everyone involved in the process, at all levels in the FNS organization. Additionally, Mr. Heslin has full authority to complete a thorough review of each concern raised. Mr. Heslin may be reached by calling (703) 305-2820 or (703) 305-2822 or at the mailing address below.

Mr. John Heslin  
USDA/FNS/GMD/ARB  
3101 Park Center Drive  
Room 1002  
Alexandria, VA 22302

## H-6 DEBT COLLECTION

Any monies that are payable or may become payable from the United States under this agreement to any person or legal entity not an agency or subdivision of a State or local government may be subject to administrative offset for the collection of a delinquent debt the person or legal entity owes to the United States, under the Federal Claims Collection Act of 1966, as amended by the Debt Collection Act of 1982 (31 U.S.C. 3701, 3711, 3716-3719); 4 CFR part 102 and subpart B of this part). Information on the person's or legal entity's responsibility for a commercial debt or delinquent consumer debt owed the United States will be disclosed to consumer or commercial credit reporting agencies.

## SECTION I - CONTRACT CLAUSES

## I-1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

CLAUSE NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 1995
52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT 1997

52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT 1997
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED FEE	MAR 1997
52.217-7	OPTION FOR INCREASED QUANTITY- SEPARATELY PRICED LINE ITEM	MAR 1989
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-14	RIGHTS IN DATA - GENERAL	JUN 1987

52.228-7	INSURANCE - LIABILITY TO THIRD PERSON	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD-ALTERNATE I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987

52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	MAY 2004
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

1.2 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION  
OTHER THAN COST OR PRICING DATA—MODIFICATIONS-. 52.215-21 (OCT  
1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract

from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I-3 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227 (JUN 1987)

Except for data contained on pages \_\_\_\_\_, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data – General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_, upon which this contract is based

I-4 CONFIDENTIALITY OF INFORMATION (AGAR 452.224-70)(FEB 1988)

(a) Confidential information, as used in this clause, means --

(1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

**I-5 RESTRICTIONS AGAINST DISCLOSURE (AGAR 452.237-75) (FEB 1988)**

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract.

**I-6 SERVICE CONTRACT ACT—PLACE OF PERFORMAMNCE UNKNOWN-52-222-49 (May 1989)**

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by June 29, 2005.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

SECTION J - LIST OF ATTACHMENTS

ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS (AGAR)452.211  
(FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

The Contracting Officer shall insert appropriately identified list of documents, exhibits and other attachments by title, date, and number of pages.

IDENTIFIER	DESCRIPTION	# OF PAGES
Attachment I	List of References	1
Attachment II	Sample Data Available in the SFSP Database of the State of Pennsylvania Department of Education, Division of Child Nutrition	11
Attachment III	Wage Determination No: -2447-Rev(26)	11

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>

PROVISION NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

## K-2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

## (a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per **26 CFR 1.6049-4**;

☐ Other \_\_\_\_\_;

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

K-3 WOMEN-OWNED BUSINESS (FAR 52.204-5) (MAY 1999)

- (a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it \_\_\_ is, \_\_\_ is not a women-owned business concern.

K-4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

- (a)(1) The offeror certifies, to the best of its knowledge and belief, that-
  - (i) The offeror and/or any of its Principals-
    - (A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax-evasion, or receiving stolen property; and
    - (C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
  - (ii) The offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant

manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offerer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K-5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_\_ intends, \_\_\_\_ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
County, State, Zip Code)

Name and Address of  
Owner and Operator of the  
Plant or Facility if Other  
than Offeror or Respondent

\_\_\_\_\_

\_\_\_\_\_

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K-6 SMALL BUSINESS PROGRAM REPRESENTATIONS  
(FAR 52.219-1) (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541720.

(2) The small business size standard is \$ 6,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since

it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-7 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FAR 52.222-22) (FEB 1999)

The offeror represents that -

- (a) It \_\_\_\_ has, \_\_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It \_\_\_\_ has, \_\_\_\_ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-8 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that (a) it \_\_\_\_\_ has developed and has on file, \_\_\_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it \_\_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K-9 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (DEC 2001) (DEVIATION) (USDA)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K-10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that—

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

\_\_\_\_ (I) The facility does not manufacture, process, or

otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

- (II) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (III) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (IV) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or
- (V) The facility is not located in United States, or its outlying areas.

K-11 ROYALTY INFORMATION (FAR 52.227-6) (APR 1984)

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
  - (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
  - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
  - (5) Percentage or dollar rate of royalty per unit.
  - (6) Unit price of contract item.
  - (7) Number of units.
  - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

## K-12 DUPLICATION OF COST

The offeror represents and certifies that any changes contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other Government contract, subcontract, or other Government source.

## K-13 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) Representations.
  - (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
    - [ ](i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
    - (A) No material change in disadvantaged ownership and control has occurred since its certification;
    - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
    - (C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-NET); or
    - [ ](ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

#### K-14 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FAR 52.252-1)(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>

PROVISION NUMBER	TITLE	DATE
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUNE 2003
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

L-2 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION(FAR  
52.215-1)(JAN 2004) ALTERNATE I (OCT 1997)

## (a) Definitions. As used in this provision -

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitations closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offerors behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agents authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If

no time is specified in the solicitation, the time receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

- (1) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers, and was under the Government control prior to the time set for receipts of offers; or

- (3) It is the only proposal received.

- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (v) Proposals may be withdrawn by written notice at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile at any time before award, subject to the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Proposals submitted in response to this solicitation in English unless otherwise permitted by the solicitation. and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Governments right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use of disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) Contract award.
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all proposals if such action is in the Governments interest.
  - (3) The Government may waive informalities and minor irregularities in proposals received.
  - (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offerors initial proposal should contain the offerors best terms from a price and technical standpoint.
  - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
  - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Governments best interest to do so.
  - (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
  - (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the

Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L-3 CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL  
NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6)(OCT 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505.
  - (1) Company name
  - (2) Company address
  - (3) Company telephone number

- (4) Line of business
  - (5) Chief executive officer/key manager
  - (6) Date the company was started
  - (7) Number of people employed by the company
  - (8) Company affiliation
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

#### L-4 AUTHORSHIP

The offeror shall include a statement indicating the names of authors and the percentage of authorship by the individuals involved in the preparation of the technical proposal, and the relationship of each author to the work to be performed under the contract.

#### L-5 PRE-AWARD SURVEY

Prior to award of a contract, the Government reserves the right to conduct a pre-award survey of any firm under consideration to confirm any part of the information furnished by the offeror, or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the contract.

#### L-6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (ALTERNATE IV) (OCT 1997)

- (a) Submission of cost or pricing data is not required at this time, however, the Contracting Officer, Food and Nutrition Service, reserves the right to request Cost or Pricing Data at a later date if it is deemed necessary. If requested, the Cost or Pricing Data must be submitted in accordance with FAR Subpart 15.408.
- (b) See paragraph L-7 (c) for guidance on what cost information is required for submission under this RFP.

L-7 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS (AGAR 452.215-71)(SEP 1999)

- (a) General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.
- (1) The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.
  - (2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.
  - (3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.
  - (4) Offerors shall submit their proposal(s) in the following format and the quantities specified:
    - (a) Standard Form 33 - one (1) original and four (4) copies
    - (b) Technical Proposal - one (1) original and four (4) copies
    - (c) Cost/Price Proposal - one (1) original and four (4) copies

In addition to the requirements above, the offeror is required to submit a complete copy of the technical and cost proposal on a 3-1/2" diskette noting the software and version on a label affixed to the diskette. Should the technical and/or cost proposals be modified during the negotiation process requiring resubmission of the proposal(s), a revised diskette is also required to be submitted noting on the label; file name, software/version and date revised.

After award, all unsuccessful offerors will be afforded the opportunity to retrieve their proposal submissions, with the exception of the diskette, which will be kept on file.

Offeror's proposal shall be prepared using type no smaller than Courier font, size 10.

- (b) Technical Proposal Instructions. The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:
- (2) A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken.
  - (3) The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate the offeror's understanding and management of important events or tasks. The offeror must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished.
  - (4) The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent work experience, and specific scientific or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included. The proposed staff hours for each of the above individuals should be allocated against each task or subtask for the project.
  - (5) The technical proposal must provide the general background, experience and qualifications of the organization. Similar or related contracts, subcontracts, and/or grants should be included and/or each contain the name of the customer, contract number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer.
  - (6) The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract.

- (c) Business Proposal Instructions. In addition to any other requirements for cost/pricing information required in clause FAR 52.215-20, Requirements for Cost or Pricing Data or Other Than Cost or Pricing Data, the following is required:
- (1) The offeror may submit information other than cost or pricing data in the offeror's own format unless the contracting officer has requested the use of a specific format and the format is described in this solicitation.
  - (2) The offeror shall submit information necessary to support the prices proposed to permit the Contracting Officer and authorized representatives to determine price reasonableness for each of the following:
    - (A) Base contract period and
    - (B) Options specified in the proposed statement of work.
  - (3) Specific Requirements. The offeror must also submit the following detailed information to support the proposed budget:
    - (A) Breakdown of direct labor cost by named person or labor category including number of labor hours and current actual or average (in the case of secretaries, data entry clerks, etc.) hourly rates. Direct labor or levels of effort are to be identified as labor hours and not as a percentage of an individual's time. Indicate fringe benefit rate, if separate from the indirect cost rate.
    - (B) The amount proposed for travel, subsistence and local transportation supported with a breakdown which includes: number of trips anticipated, cost per trip per person, destination(s) proposed, number of person(s) scheduled for travel, mode of transportation, and mileage allowances if privately owned vehicles will be used.
    - (C) Cost breakdown of materials, equipment and other direct costs including duplication/reproduction, meetings and conferences, postage, communication and any other applicable items. Costs must be supported by specific methodology utilized.
    - (D) If an offeror proposes to employ the use of an Automatic Data Processing System (ADPS), detailed data concerning proposed costs should include the following:
      - (i) Make and model year of all equipment which will be used: keypunch, verifier, sorter, collator, tabulator, central processor unit (CPU), input-output components (I/O), etc.
      - (ii) Estimated number of hours and usage rates for each distinct piece of equipment proposed.

- (iii) Listing of rates or quotes from prospective suppliers of the offeror.
  - (iv) Copies of invoices submitted by past suppliers of the offeror.
  - (v) Listing of rates developed and/or approved by a Government agency where offeror has in-house capability.
- (4) Offerors lacking Government approved indirect cost rates must provide detailed background data indicating the cost elements included in the applicable pool and a statement that such treatment is in accordance with the established accounting practice. Offerors with established rate agreements with Federal cognizant agencies shall submit one copy of such agreement.
- (5) Offeror shall -
  - (A) Furnish financial statements for the last two years, including an interim statement for the current year, unless previously provided to the office issuing the RFP, in which case a statement as to when and where this information was provided may be furnished instead.
  - (B) Specify the financial capacity, working capital and other resources available to perform the contract without assistance from any outside source.
  - (C) Provide the name, location, and intercompany pricing policy for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this contract.
  - (D) Provide an estimated cash flow. Each offeror is required to submit a schedule of proposed monthly costs for the planned duration of the project.

L-8 SIZE STANDARD/SMALL BUSINESS NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

- (a) This solicitation is a Total Small Business Set Aside
- (b) For purpose of this contract, classification code 561990 and the following standard applies: "a concern is small if its average annual receipts for its preceding three (3) fiscal years do not exceed 6 million dollars"

L-9 TYPE OF CONTRACT (FAR 52.216-1)(APR 1984)

The Government contemplates award of a COST PLUS FIXED FEE type Contract with award incentive resulting from this solicitation.

L-10 SERVICE OF PROTEST (FAR 52.233-2)(AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Leonard Green, Contracting Officer, USDA, Food and Nutrition Service, Contract Management Branch, 3101 Park Center Drive, Rm 228 Alexandria, VA 22302.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-11 INQUIRIES (AGAR 452.204-70)(FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L-12 SPECIAL INSTRUCTIONS, CONDITIONS, AND NOTICES

These instructions and additional information are provided to assist potential offerors in preparation of their technical and business proposals.

1. Offerors shall present an estimate for the contract, broken down by task.
2. The tasks listed in the Statement of Work are illustrative. Offerors are encouraged to develop approaches that may result in more efficient and comprehensive study execution.
3. Offerors shall include in their proposal a clear study plan, which describes the evaluation design, data collection procedures, and analytic methods to be used to address study objectives. The plan shall include:
  - research questions and evaluation objectives;
  - a definition of the important variables to be examined and how they relate to the research questions;

- plans for selection of sponsors, sites, and participants (if needed), methods and schedules for stratifying and identifying sponsors and sites, weighting the sample(s), recommended
- sample size(s), and justification for selection of sponsors, sites, and participants, including a discussion of the strengths and weaknesses;
- data collection methods (including procedures for liaising with the State of Pennsylvania's Department of Education (Division of Food and Nutrition) and the FNS Mid-Atlantic Regional office; data collection schedules; OMB package development (if necessary); security of interviewers; methods of addressing refusals, non-response, consent bias, and other difficulties; and monitoring and quality control of data collection; and
- data analysis plan(s).

The study analysis plan shall include:

- analytic methods with rationale;
  - outcome measures;
  - link between analytic techniques, study objectives, and research questions;
  - data verification and transformation; and formats of illustrations, presentations, pamphlet, journal article, and final report(s).
4. Offerors shall provide details in the study plan on staffing and management procedures including the identification and qualifications of key personnel; qualification standards for any unspecified staff; and evidence of available corporate resources.
  5. For each task, the Study Plan should identify hours by individual staff. In addition, the expertise of key staff, and their assignments within and outside this contract should be provided.
  6. Offerors shall include a schedule of deliverables for study activities including task initiation, completion and product delivery dates.
  7. Offerors shall assume that all meetings between the Contractor and FNS staff, and all briefings shall take place at FNS in Alexandria, Virginia.

8. The Contractor will be required to meet with officials of Pennsylvania's Department of Education, Division of Food and Nutrition, early in the contract to discuss the evaluation operations and data availability. Any meetings with the Pennsylvania Department of Education will be held in Harrisburg, PA.
9. Offerors shall assume that first year data collection will focus on administrative data and interviews with staff of the State of Pennsylvania's Department of Education. Second year data collection may require on-site data collection. Potential offerors are encouraged to build in on-site observations of up to 9 SFSP sites during the Summer of 2005 to gain a sound perspective of operations of SFSP in rural areas of Pennsylvania.
10. Offeror shall meet with officials of Pennsylvania's Department of Education, Division of Food and Nutrition, to develop and manufacture appropriate survey instruments for data collection from sponsors and sites. Offerors shall describe how data will be identified and collected from State databases.
11. Offerors shall not engage State or local agencies in data collection.
12. Offerors shall assume precision and confidence limits of  $\pm .03$  at state level and  $\pm .05$  at local or subgroup level at 95% level of confidence.
13. There are two potential rural transportation grants which may impact this evaluation: (1) potential rural area State grants in Pennsylvania in FY 2005, and (2) Federal rural area transportation subsidy in FY 2006 of which Pennsylvania might be a beneficiary. Both these will enable sponsors to bus children to feeding sites. This will confound the study and make it difficult to discern whether participation increased due to the expanded eligibility or the transportation subsidy. Should this happen, the contractor will collect additional data and perform additional analysis to tease out the effects. Such data and analysis might include: (i) additional data on participation for 4 or 5 earlier years in addition to the baseline data; (ii) additional interviews with sample sponsors and especially children to determine whether their participation was made likely because of the 40% criterion or transportation subsidy; (iii) analyzing trends for the pre-Pilot years; and (iv) analyzing trends between years 1 and 2 of the Pilot.
14. Offerors should submit lists of past work done for USDA, FNS, or other government entities, noting the audience of the deliverables, e.g., State agencies, FNS, Congress, the public etc. Offerors shall discuss their past performance in terms of producing acceptable products within budget and established time constraints. If problems existed on a previous contract, offerors should provide

evidence that current management principles used will improve on past performance.

15. Offerors shall identify the principal proposal writers by chapter and their role in the study.
16. Offerors are encouraged to collaborate with a university in conducting the evaluation. Pennsylvania Department of Education, Child Nutrition Division, often uses college students to do the monitoring of their sites.

#### L-13 AMENDMENTS TO PROPOSALS (AGAR 452.215-72) (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages (unless otherwise notified). Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

#### L-14 PAST PERFORMANCE AND SYSTEMIC IMPROVEMENT

An assessment will be made of the risk associated with the offeror's ability to perform on the proposed contract, i.e. to meet technical requirements, deliver quality products and meet cost and schedule demands.

Past performance information shall be provided regarding the Contractor's performance under other contracts, including government contracts. For all contracts listed the offeror shall provide the general contract information listed below. Past performance information shall take into consideration the Contractor's record of conforming to specifications and to standards of good quality; the Contractor's adherence to contract schedules, including the administrative aspects of performance; the Contractor's record of forecasting costs on previously performed projects; the Contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction. If problems existed in previous contracts, the offeror shall provide evidence that current management principles or other actions taken will demonstrate clear and evident systemic improvement on past performance.

Offerors shall identify contracts, including all FNS studies, that are of a similar nature to this procurement and discuss their performance in terms of producing acceptable products within budget and established time constraints.

Specifically, past performance should be based on the contractor's most recent 5 years of business experience. A list of all contracts exceeding \$100,000 for similar services for the most recent 5 years of business experience shall be provided and include:

- (1) Name/Nature of contract
- (2) Contracting organization's name and address
- (3) Brief description of contract

- (4) Contract number
- (5) Dollar value of contract
- (6) Contract period of performance
- (7) Current name, phone and fax numbers of Contracting Officer
- (8) Current name, phone and fax numbers of Project Officer  
and/or Technical Representative

Newly Formed Entities

Newly established firms shall provide for consideration as much information as is available. Offerors that are newly formed entities without prior contracts may list the contracting or subcontracting experience of its key personnel. Offerors without prior contracts may also provide past performance references for companies or subsidiaries or divisions of companies that they have acquired in the past three years. Offerors providing such information must explain the extent to which the integrity of the acquired units has maintained since the acquisition (i.e. key personnel retained, key assets have not been sold or otherwise transferred, etc.).

L-15 PRE-PROPOSAL CLARIFICATIONS

Offerors are advised that the terms of the solicitation and specifications may be clarified or amended in writing by the Contracting Officer.

All specific questions to be answered must be submitted in writing to the Contracting Officer and received by the Contracting Officer by a date to be determined. Questions can be mailed faxed or e-mailed to the following address, facsimile number or e-mail address.

a. Mailing address:

USDA, Food and Nutrition Service  
Contract Management Branch, Room 228  
Attn: Sabrina Mathis  
3101 Park Center Drive  
Alexandria, VA 22302-1500

b. Facsimile Number:

(703) 305-2071

c. e-mail address: [Sabrina.mathis@fns.usda.gov](mailto:Sabrina.mathis@fns.usda.gov)

L-16 SUBMISSION OF ALTERNATE PROPOSALS

Offerors may submit alternate technical and business proposals for this procurement. However, any offeror submitting an alternate proposal must also submit a proposal which responds to the specific terms of the RFP. Any alternate proposal submitted must be clearly marked as an alternate proposal. Any alternate proposals may be considered if overall performance of the work would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals will be subject to the same instructions and criteria, set forth in Section L & M of the RFP, as any other proposals submitted.

Offerors submitting alternate proposals do so at their own risk. The Government shall determine whether or not to evaluate an alternate proposal. The Government reserves the right to make award based on an alternate proposal.

SECTION M - EVALUATION FACTORS FOR AWARD

M-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

PROVISION

NUMBER

TITLE

DATE

M-1 EVALUATION FOR AWARD

- (A) The source selection process for this procurement will consider both technical merit and proposed prices, and award will be made to the offeror whose proposal represents the best value to the Government. Initial technical proposals will be evaluated by a technical evaluation panel (TEP) in accordance with the technical evaluation criteria set forth in M-1(f) below. Initial business proposals will be evaluated by the contracting officer and other appropriate personnel, as determined by the Contracting Officer. Communications or clarifications, which involve limited exchanges of information, may be conducted with offerors during this phase of the selection process. The Contracting Officer will consider both technical merit and proposed price and, if necessary, establish a competitive range comprised of the most highly rated proposals. While it is anticipated a competitive range of offerors will be established for this acquisition, the Government reserves the right to make an award decision without conducting discussions, based on initial proposals submitted.
- (B) Discussions and negotiations may be conducted with offerors in the competitive range, as deemed necessary by the Government. In addition, further communications involving limited exchanges of information may be conducted with offerors during this phase of the source selection process.
- (C) When negotiations are complete, offerors remaining in the competitive range will be afforded the opportunity to submit final proposal revisions. However, revised offers may not be requested or accepted if the Government makes an award decision based on initial proposals, without conducting discussions with offerors.
- (D) Final revised proposals will be reviewed and evaluated by the TEP and the Contracting Officer. Technical merit will be evaluated by the TEP based on a review of the initial technical proposal, responses to clarifications, communications and negotiations, and final proposal revisions in accordance with the technical criteria in M-1 (f) below. The offerors' business proposals will be evaluated by the Contracting Officer and other

appropriate personnel and the analyses will be based on information in the offerors' initial business proposal, responses to clarifications, communications and negotiations, and the final revised business proposal.

- (E) Technical merit is significantly more important than cost or price in making an award decision. However, award will be made to the offeror whose proposal represents the best value to the Government, considering the combination of technical merit and cost. All technical evaluation factors, other than cost or price, when combined, are significantly more important than cost or price factors. As the technical merit among offers becomes more similar, cost and price become increasingly more important. When the technical merit among offers becomes essentially equal, cost or price alone may be the determining factor for award.
- (F) The following technical evaluation criteria will be used to evaluate proposals and each criterion will be weighted as indicated below:

#### TECHNICAL EVALUATION SCORING

Criterion	Maximum Score
1. Understanding of the Purpose and Objectives of the study	10
The proposal demonstrates a thorough understanding of the purpose, objectives, research questions, and impacts of the study, and a knowledge of the Summer Food Service Program (SFSP).	
2. Technical Approach	35
The proposal demonstrates a clear knowledge of SFSP and the technical issues of the study, including conducting an evaluation of sponsors and sites, collection SFSP data from the State Department of Education, and weighting data to produce state wide and local estimates. In addition, the proposal shall clearly demonstrate the offeror's technical ability to conduct the study, including formulating a clear research design, sampling, survey techniques, data analytic methods, report production, developing a pamphlet, making a presentation, writing a journal paper and dissemination of findings.	
3. Capability and Experience of Staff	30
The proposal demonstrates relevant staff qualifications, experience, and commitment critical to the successful and timely completion of the study. Staff expertise in SFSP issues, is particularly important to the successful completion of the study. Technical expertise of staff in disciplines critical to the study,	

	including project management, descriptive and inferential statistics, survey instrument, development, OMB package development, data collection and analysis, and documentation and presentation of results, is also an important requirement. Finally, the proposal demonstrates adequate management review and oversight to ensure timely and high quality performance of all work.	
4.	Past Performance	20
	The offeror demonstrates ability to schedule and complete tasks and deliverables suitable for release to the general public, the scientific community, government officials, and academic audiences. The risk associated with the offeror's ability to perform on the proposed project, i.e., to meet technical requirements, deliver high quality products, and meet cost and schedule requirements will be assessed. The degree of relationship between the study requirements and the offeror's past performance on similar projects will be carefully considered.	
5.	University Collaboration	5
	The proposal shows collaboration with university staff within Or outside of Pennsylvania to assist on the project.	
	Total	<u>100</u>

